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Title: **Brewster Central School District and Service Employees International Union (S.E.I.U.), AFL-CIO, Local 200-D United, Non-Instructional Unit (2001)**

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Union: **Service Employees International Union (S.E.I.U.), AFL-CIO**

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Brewster Central School District And
Seiu Local 200-D (Non-Instructional
Unit)

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AGREEMENT

between

THE BREWSTER CENTRAL SCHOOL DISTRICT

BOARD OF EDUCATION

and

LOCAL 200 UNITED, SERVICE EMPLOYEES INTERNATIONAL UNION,

S.E.I.U., AFL-CIO

JULY 1, 2001 - JUNE 30, 2004

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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AGREEMENT entered into the 3rd day of January, 2002, by and between the Board of Education of the BREWSTER CENTRAL SCHOOL DISTRICT, hereinafter known as the "Employer" and LOCAL 200 UNITED SERVICE EMPLOYEES INTERNATIONAL UNION, S.E.I.U., AFL-CIO, hereinafter referred to as the "Union" wherein it is mutually agreed as follows:

ARTICLE 1

RECOGNITION AND STATUS

A. The Employer recognizes the Union as the exclusive bargaining agent for all classified employees. Specifically excluded are Accountant/Treasurer, District Clerk, Director of Facilities and Operations, Supervisor and Assistant Supervisor of Transportation, Secretary to the Superintendent, Secretaries to the Assistant Superintendent, Payroll Clerk, Cafeteria Manager, School Garage Supervisor, Bus Garage Foreman, Building and Grounds Maintenance Supervisor, Head Custodians and Custodians in charge of Buildings. In addition, all other persons designated as confidential employees, including stenographers, senior stenographers, senior typists, typists and switchboard operators shall also be excluded from the unit.

B. The Union recognizes the rights of the Board, subject to State and Federal laws, rules and regulations, and the provisions of this Agreement, to control, supervise, and manage the School District and its staff, to determine the standards of service, the standards of selection for employment, and the methods, means, and personnel with which its operations are to be conducted. The Board shall have full authority in the taking of disciplinary action, in relieving employees from duty for lack of work or for any legitimate reason and in taking all action necessary to operations in emergencies, subject only to standards of grievability as applied to matters of judgment and discretion.

ARTICLE 2

UNION SECURITY

A. Checkoff: During each year the Union continues to be recognized as the bargaining agent, dues deduction authorizations shall be renewed automatically.

B. Maintenance of Membership Monies: All employees who are members of the Union effective September 1, 1990 and all employees who become members after that date shall either maintain their membership in the Union or have an amount equal to the Union dues deducted from their regular paychecks as per the procedure established for members of the Union for the duration of this Agreement. The Union shall certify to the District the names of employees for whom such payroll deductions shall be made by September 15, annually.

The District shall deduct from the wage or salary of employees in the bargaining unit who are not members of Local 200-United, an amount equivalent to the dues levied by Local 200-United and shall submit the sum so deducted to Local 200-United, for the period of time authorized by law.

C. Hiring Additional Personnel: When new employees are to be hired, the Union, as well as other sources, will be afforded the opportunity to send applicants for the job or jobs, and said applicants shall be given the same consideration as applicants from other sources. Qualified District employees will be given preference in the filling of merit jobs. Positions vacated as a result of retirement shall be posted thirty (30) days in advance of filling. All other vacated positions shall be posted fifteen (15) days in advance whenever possible. In any event, the District shall post all vacant positions for no less than seven (7) calendar days. All current employees who are interested should apply in writing within the aforementioned seven (7) day period. The final judgment in passing upon the qualifications of applicants shall be made by the Employer.

D. Officers and Stewards: The Employer recognizes the right of the Union to designate officers and job stewards from within the bargaining unit. The authority of the officers and job stewards so designated by the Union shall be as follows:

1. The investigation and presentation of grievances in accordance with the provisions of this Agreement.

2. The transmission of such messages and information which originate with, and are authorized by, the Union or its officers, provided such messages and information have been reduced to writing for distribution or posting on the appropriate bulletin board, or if not reduced to writing, are of a routine nature and do not involve the refusal to perform work assignments.

3. No officers or job stewards shall be engaged in Union activities during working hours but may investigate and process grievances under this Agreement during working hours. Such activities shall not interfere with the normal course of work.

E. Vacancies and Promotions:

1. Consistent with the provisions of the Civil Service Law and County Civil Service regulations, the District will give reasonable consideration to the qualifications of employees including ability, training, skill, length of service and other relevant qualifications when vacancies are being filled or when it is considering transfer or promotion. Seniority lists approved by the County Civil Service Commission will be used in any layoff situation.

2. Loss of time due to sickness, accident or other approved leave will not impair seniority, but if for extended periods of time will not be counted in the determination of seniority.

3. All vacancies will be filled in accordance with Section C-1 above.
4. Employees who are promoted or transferred out of the bargaining unit shall maintain their seniority in their old position while they are on probation in their new position.
5. All vacancies which are not discontinued, will be filled no later than thirty (30) days after posting under normal business circumstances. In the event that the filling of positions is not accomplished, the Union may request an explanation in writing and the District will explain the failure to fill any position posted but not filled.
6. All position postings shall include the following information:
 - a. Title of job with brief description, where appropriate;
 - b. Hours and shift, where appropriate;
 - c. Rate of pay;
 - d. Job site.
7. The District shall provide the Union President with announcements of all Civil Service advancement opportunities.

ARTICLE 3

GENERAL CONDITIONS OF EMPLOYMENT

A. Seniority: The Employer agrees to recognize the principle of seniority based on the date of employment within job classifications. The Employer agrees to recognize the principle of seniority based on the first date of work within any job classification in the bargaining unit. Senior employees shall have preference of employment and promotion opportunities for non-competitive jobs and to choose their work shifts and to work at the jobs for which the pay is highest provided such employees are qualified for such work. The District shall be the judge of an employee's

qualifications and abilities. Seniority for all other purposes shall be determined by the length of service according to job classifications.

B. Loss of Seniority:

1. Seniority shall be broken by a bona fide discharge or a voluntary resignation.
2. Loss or retention of seniority is subject to the Civil Service Law.

C. Lay-off and Recall:

1. Seniority will be District-wide according to the job classification of employees in a lay-off or job elimination.
2. When the lay-off becomes necessary the last person on the seniority list shall be laid off first, and inversely, when the force is again increased, the people are to be rehired in the reverse order in which they were laid off.
3. In the event of a recall, the laid-off employees shall be given notice of recall by telegram, registered or certified mail, sent to the address last given the Employer by the employee. Within seven (7) calendar days after tender of delivery at such address of the Employer's notice, the employee must notify the Employer by telegram, registered or certified mail or in person of his intent to return to work. Said employee must actually report to work within seven (7) calendar days. If the employee fails to comply with the terms of this provision, the employee may lose all seniority rights under this Agreement and may be considered a voluntary resignation.
4. Full-time employees shall retain seniority over part-time employees in the same classification for lay-off, recall and retention-purposes to the extent permitted under the Civil Service Law.

5. Recall rights shall extend for four (4) years following the date of lay-off.
6. Any employee who is requested to work in a higher classification for fifteen (15) consecutive days shall be compensated at the higher rate of pay.

ARTICLE 4

NO STRIKES OR OTHER JOB ACTION

In consideration of the recognition by the Employer of the Union as the sole and exclusive bargaining representative of the employees covered by this Agreement, the Union does hereby affirm that it does not assert the right to strike against the school system, that it will not engage in any strike, slowdown, work stoppage or mass absenteeism, that it will not assist in or participate in such job action. This shall not be construed, however, to limit the rights of the employer or the rights and duties of the Union and the employees it represents, pursuant to law.

ARTICLE 5

NEGOTIATIONS

The parties agree to conduct meetings for the purpose of collective bargaining negotiations no later than January 1 in the year in which this Agreement terminates. Every effort shall be made in good faith to achieve mutual agreement to amend this document.

ARTICLE 6

ALCOHOL AND DRUG POLICY

1. Purposes. The purposes of this policy are as follows:
 - a. to establish and maintain a safe, healthy, working environment for all employees;

b. to insure the reputation of the District and its employees as good, responsible citizens worthy of public trust;

c. to reduce the incidents of accidental injury to persons or property;

d. to reduce absenteeism, tardiness and indifferent job performance;

e. to provide assistance toward rehabilitation for any employee who seeks the District's help in overcoming any addiction to, dependence upon or problems with alcohol or drugs.

2. Benefits; Inconvenience; Cooperation.

Those employees with drug and alcohol abuse problems make up only a small fraction of the work force, and the parties regret any inconvenience that may be caused for the many nonabusers by the problems of a few. It is believed, however, that the benefits to be derived from the reduction in numbers of accidents, the greater safety of all employees, and the increase in efficiency and productivity, resulting from the rehabilitation, suspension or termination of those employees who because of alcohol or drugs are a burden upon all other District employees, will more than make up for any inconvenience or loss the rest of the work force must be subject to. The District earnestly solicits the understanding and cooperation of all employees and employees organizations in implementing the policies set forth herein.

3. Definitions.

For purposes of this Policy, the following definitions apply:

a. alcohol or alcoholic beverages - means any beverage that has an alcoholic content;

b. prescribed drug - means any substance prescribed for the individual consuming it, by a licensed medical practitioner;

c. illegal drug - means any drug or controlled substance, the sale or consumption of which is illegal;

d. Appropriately Trained Personnel ("ATP") - means an employee's superior or supervisor in the District's structure who has received appropriate training in determining whether an employee is under the influence of alcohol or drugs not prescribed for the employee;

e. Employee Assistance Program ("EAP") - means the Employee Assistance Program provided by the District.

4. Employee Assistance Program of the District.

a. Any employee who feels that he/she has developed an addiction to, dependence upon or problem with alcohol or drugs, legal or illegal, is encouraged to seek the assistance of the EAP. Entrance into the EAP can occur by self referral, or referral of the employee's supervisor, or the appropriate Department Head or Director.

b. Request for assistance through supervisory and/or ATP referral will be treated as confidential. "Self referral" confidentiality will be maintained between the individual seeking help and EAP personnel.

c. An employee's progress and attendance will be monitored by the District.

d. Rehabilitation itself is the responsibility of the employee. For employees enrolled in a formal treatment program, the District will grant sick leave from the employee's accumulated sick leave, in cases where a leave of absence is required for participation in the

prescribed program. Where an employee does not have the required accumulated sick leave days, the days shall be deducted from the employees personal or vacation leave.

e. If a second leave of absence is required, a leave of absence without pay will be granted, subject to District leave requirements.

f. Upon successful completion of treatment, the employee will be returned to active status without reduction of pay or seniority.

5. Alcoholic Beverages.

a. No alcoholic beverages will be brought onto or consumed upon District premises or property.

b. Drinking or being under the influence of alcoholic beverages while on duty is just cause for suspension or termination.

c. Any employee whose use of alcohol results in incompetence or misconduct, including, but not limited to, excessive absenteeism or tardiness, accidents or inability to perform duties in a satisfactory manner, may be referred to the EAP for rehabilitation in lieu of disciplinary action being taken. In the event the employee refuses or fails rehabilitation, disciplinary action for the incompetence or misconduct may be imposed.

6. Prescription Drugs.

a. No prescription drug shall be used by any person other than the person for whom the drug is prescribed -- by a licensed medical practitioner -- and such prescription drug shall be used only in the manner, combination and quantity prescribed by the licensed medical practitioner.

b. Any employee whose inappropriate use of prescription drugs results in incompetence or misconduct, including excessive absenteeism or tardiness to perform duties in a satisfactory manner may be referred to the EAP for rehabilitation in lieu of disciplinary action being taken. In the event the employee refuses or fails rehabilitation, disciplinary action for the misconduct or incompetence may be imposed.

7. Illegal Drugs.

a. The use of an illegal drug or controlled substance or the possession of them on duty is cause for suspension or termination.

b. The sale, trade or delivery of illegal drugs or controlled substances by an employee to another person while on duty is cause for suspension or termination and for referral to law enforcement authorities.

8. Alternative Procedure.

Notwithstanding the provisions of paragraphs 5c and 6b herein, any employee found purchasing, intentionally transferring, possessing or using illegal drugs on District premises or while on District business or any employee who reports to work in an impaired state or who becomes impaired during the work day is subject to disciplinary action, up to and including termination.

9. Procedures.

The procedures of the District in regards to employees using, possessing or being under the influence of alcohol, drugs or chemicals while on duty are as follows:

A. Employees shall report to work fit and able to perform their required duties and shall not by any act in violation of this Policy render themselves unfit for duty.

Step 1 -- Appropriately Trained Personnel (ATP) who have reasonable grounds to believe an employee is under the influence of alcohol, drugs or chemicals shall immediately relieve said employee from duty in order to protect said employee, fellow employees and the public from harm. The Union shall be notified and given an appointment to attend at the time of notification.

Step 2 -- The ATP shall notify the appropriate Department Head or Director, or his/her designee immediately.

Step 3 -- An ATP and the appropriate Department Head or Director or his/her designee will interview the employee and if they both believe, based upon reasonable grounds, that the employee is under the influence of alcohol, drugs, or chemicals, then said employee shall be taken to the District's designated drug and alcohol facility for testing.

Step 4 -- The decision to relieve the employee from duty should be documented as soon as possible. Both the ATP and appropriate Department Head or Director or his/her designee should document the reasons and observations while the grounds are fresh in their minds and details can be recalled. For example: glazed eyes, smell of alcohol, slurred speech, wobbly walk, change in attitude, aggressiveness, passed out, change in normal appearance, etc.

Step 5 -- If the employee is willing to sign the appropriate release form, the testing facility will perform a drug and alcohol test. The drug testing facility must be certified by the National Institute on Drug Abuse (NIDA) and Department of Health and Human services.

- a) It should be made clear to the employee before he/she signs the release form that the results will be made available to the appropriate District officials and may be used in disciplinary proceedings against the employee.
- b) If the tests are not given because of the employee's refusal to submit to the testing and/or the results are not provided to appropriate District officials because of the employee's refusal to sign the waiver, the employee will be considered in violation of this policy, and the employee will be relieved of duty and removed from the payroll.

Step 6 -- When an alcohol and/or drug test is administered, the employee will be placed on limited duty until the results are available.

- a) When test results are positive, the employee will be relieved of duty and may be referred to the EAP in lieu of disciplinary action being taken.
- b) The appropriate Department Head or Director, in consultation with the appropriate representatives of the EAP, shall make final determination whether the employee returns to active status or remaining off duty.
- c) Rejection of treatment prescribed by EAP or failure to complete the program prescribed by EAP will be cause for suspension without pay or termination from employment.
- d) Upon successful completion of the prescribed treatment, the member will be returned to active status without reduction of pay grade or seniority.

10. General Provisions.

- a. Each present employee of the District will be furnished with a copy of this policy and will sign a receipt for same. Employees hired in the future will be furnished a copy at the time of hiring and will sign for receipt of same.
- b. The District will allow only two (2) leaves of absence for participation in the EAP. Any further violations will result in the employee's dismissal from employment with the District.
- c. Any employee driving a District vehicle who is involved in an accident may be tested for use of drugs and/or alcohol in accordance with the procedures provided under Section 9 of this Policy.
- d. This Agreement shall not revoke existing District policy.

ARTICLE 7

PROBATION, DISCHARGE OR SEPARATION

A. Probation:

1. All employees hired prior to January 22, 2002 shall be considered probationary for a period of not more than twenty-six (26) weeks, unless provisional under Civil Service rules pending an exam. Employees in the non-competitive or labor classification hired on or after January 22, 2002, shall serve a twelve (12) month probationary period.

2. Written evaluations will be documented at two (2) month intervals and placed in the employee's file. Both the department head and the employee will endorse each evaluation. The employee's signature only implies knowledge of said evaluation.

3. During the probationary period, the Employer may discharge any employee at will. Such discharge shall not be subject to the grievance provisions of this Agreement, nor Article 7-B of this Agreement.

B. Discipline or Discharge with Cause: The Employer agrees that no permanent employee shall be subject to disciplinary action or discharge without bona fide and adequate cause. Evidence of such cause shall be presented to the employee and the Union prior to any disciplinary or discharge action except in instances of gross misconduct. Such disciplinary or discharge action shall be subject to the Grievance Procedure of the contract or in accordance with the provisions of the State Civil Service Law, as the case may be. Upon discharge, the Employer shall pay all money due the employee.

C. Separation: Upon separation from employment, the employee shall return to the employee's immediate supervisor any school property in his possession or assigned to him in substantially the same condition received, reasonable wear and tear excepted, or pay the fair and reasonable value thereof. Such payment shall be deducted from the employee's final paycheck. The employer shall pay all monies due the employee, including earned and unused vacation.

ARTICLE 8

EQUIPMENT

A. Defective Equipment:

1. The Employer shall not require any employee to, nor shall any employee, take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety applications prescribed by law. It shall not be violation of this Agreement if employees refuse to operate such equipment, unless such refusal is unjustified.

2. All equipment which is not mechanically sound or is unsafe, shall be appropriately tagged so that it cannot be used by other employees until properly repaired.

3. Under no circumstances shall an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property or in violation of any applicable statute or court order, or in violation of a governmental regulation relating to safety or equipment.

B. Reports: Employees shall immediately, or at the end of their shifts, report all defects of equipment. The Employer shall not ask or require any employee to take out equipment that has been reported by any employee as being in an unsafe operating condition, unless such equipment has been inspected by a mechanic and the defect repaired or declared not to exist. Mechanics are expected to certify their own work., However, the head mechanic is ultimately responsible for all mechanical work. The Daily Trip Sheet, Mechanical Checklist, and Tachography shall be completed and submitted to the Supervisor of Transportation or the supervisor's representative when the driver goes off duty.

C. Vehicle and Traffic Law Violation: The Employer agrees to reimburse employees for the payment of fines levied against employees as a result of defective equipment in or on school business being operated by the employees. Each driver shall be required to inspect his own vehicle prior to its being operated in accordance with Transportation Department procedures. The Employer shall not be liable for any fine imposed for defective equipment in the event the driver does not make the proper inspection.

D. Mileage Allowance: The Employer agrees to reimburse employees at the IRS rate for mileage in effect in July of each year for the use of their own vehicles while on school business.

ARTICLE 9

WAGES

A. Salary Schedule for Employees Hired After October 8, 1996

Effective October 8, 1996, two (2) new entry level salary steps for all hirees shall be added to the salary schedule, each at 3% less than the next higher step.

B. As reflected in Appendix C, salary increases shall be as follows:

Effective July 1, 2001	3.25%
Effective July 1, 2002	3.5%
Effective July 1, 2003	3.5%

In order to be eligible for any retroactive wage increase, an individual must be on the payroll on January 22, 2002, unless he/she has retired between July 1, 2001 and January 22, 2002.

ARTICLE 10

PAY PERIOD

A. All employees covered hereunder shall be paid in full bi-weekly. When the regular pay day falls on a holiday, the Employer shall pay the employees on the last banking day immediately preceding the holiday.

B. Each employee shall be provided with a statement of gross earnings and a statement of deductions made for any purpose.

C. Employee requests for participation and/or changes in tax sheltered annuities and C.T. Federal Credit Union through payroll deduction are restricted to October and February.

ARTICLE 11

ABOLITION OF POSITIONS

A. The Employer reserves the right to abolish and create positions in consonance with the Civil Service Law in order to make operations more efficient and provide a better return for the educational and taxpayer's dollar with the fair understanding that it will consult and negotiate with the Union when making such changes to assure that no employee's rights have been violated.

B. The Employer agrees that before abolishing any position or job classification it will place the Union on formal written notice of its intention to abolish positions. Such written notice shall be served upon the Union and all effected employees thirty (30) days prior to the abolition of any jobs, and the Employer shall meet with representatives of the Union to discuss possible abolition of positions or layoff at least fifteen (15) days before any final action is taken.

C. The Employer shall supply an agenda of meetings to the union of the jobs being created.

ARTICLE 12

CHANGES IN HOURS, WAGES, OTHER TERMS & CONDITIONS

Prior to changes in hours, wages and other terms and conditions of the Agreement, the Employer agrees to notify the Union and to meet and confer about such changes.

ARTICLE 13

VACATIONS

A. Vacations for twelve month employees shall be based on the number of years of service as of July 1, and shall be as follows:

For the first year.... 10 working days

After five years..... 15 working days

After ten years..... 20 working days

B. The pro-rated schedule for those in their first year of employment shall be as

follows:

Appointed in July..... 0 days

Appointed in June..... 0 days

Appointed in May..... 1 day

Appointed in April..... 2 days

Appointed in March..... 3 days

Appointed in February ...4 days

Appointed in January .. 5 days

Appointed in December . 6 days

Appointed in November.. 7 days

Appointed in October .. 8 days

Appointed in September. 9 days

Appointed in August.... 10 days

C. The pro-rated schedule for employees completing their fifth and tenth year of service between July 1 and June 30 shall be as follows:

Appointed in July 5 days

Appointed in August or September 4 days

Appointed in October, November or December 3 days

Appointed in January, February or March 2 days

Appointed in April or May 1 day

Appointed in June 0 days

ARTICLE 14

HOLIDAYS

A. All full-time twelve (12) month employees covered hereunder shall be entitled to the following holidays:

New Year's Eve	New Year's Day
Christmas Eve	Christmas Day
Lincoln's or Washington's Birthday (or days designated in lieu thereof)	
Fourth of July	Memorial Day
Columbus Day	Veteran's Day
Thanksgiving	Day After Thanksgiving
Labor Day	Good Friday
Martin Luther King Day	1 Floating Holiday

B. In the event that a legal holiday falls on either a Saturday or Sunday, employees will be granted a paid holiday, at the discretion of the Superintendent, either the Friday before or the Monday after or two (2) consecutive days prior to or after the weekend holiday when school is not in session.

C. Except as provided in Section D, employees shall be paid, in addition to their regular pay, time and one-half (1 1/2) their regular rate for work performed on the above enumerated holidays. Except in the event an employee is on vacation during the period when one of the above enumerated holidays falls, the employee shall receive one (1) additional day's vacation at the Employer's option.

D. Employees shall be paid, in addition to their regular pay, double time for the following holidays:

July 4th
Labor Day
Thanksgiving
Christmas Eve
Christmas Day
New Year's Day

ARTICLE 15

SICK LEAVE

A.1. Employees hired before January 22, 2002 shall be entitled to sick leave as follows:

10 month employees, 13 days yearly, cumulative to 170 days;

12 month employees, 15 days yearly, cumulative to 190 days;

Part-time employees: 3 sick leave days annually.

A.2. Employees hired on or after January 22, 2002 shall be entitled to sick leave as follows:

10 month employees: 10 days yearly, cumulative to 170 days.

12 month employees: 12 days yearly, cumulative to 190 days.

Part-time employees: 3 sick days annually.

B. 1. Absence for a period longer than three (3) consecutive working days requires a statement by a physician before returning to work.

2. Misuse of sick leave may be grounds for dismissal. Employees will be notified in writing by the Employer when charged with misuse of sick leave and be warned that further abuse of sick leave may lead to dismissal. Copy of said notice will be sent to the President and the Business Agent of the Union.

3. An employee absent on sick leave for thirty (30) days (consecutive or non-consecutive) within one (1) year may be required to be examined by the District's physician regarding such employee's ability to perform his duties satisfactorily.

4. Immediate Family Illness: For illness in the immediate family involving a person for whose care at home the employee is responsible and where the illness is of such a nature as to require the attendance of the employee at home or hospital, a maximum of ten (10) days of accumulated sick leave for ten month employees or twelve (12) days of accumulated sick leave for twelve month employees shall be granted. Requests for additional leave must be approved by the Board. Immediate family shall be defined as father, mother, spouse, child or relative living permanently in the household of employee.

5. In the event that the employee quits his/her position or is discharged before the end of the contract period, and has used more days of sick leave than he has earned, a corresponding deduction will be made in the employee's final salary payment.

6. In recognition of the value of the uninterrupted service, effective July 1, 1977, employees will be compensated for fifty (50%) percent of their accumulated unused sick leave, upon application for retirement and acceptance by the Board of Education, one (1) year in advance of the time retirement is to commence.

a. For those employees intending to retire July 1, prior notification as called above, must be given by July 1 of the previous year.

b. This provision applies only to employees who will retire under the New York State Employees Retirement System and/or have been employed by the District for ten (10) continuous years prior to the date of retirement from this District.

c. Such payment shall be made in equal bi-weekly installments during the employee's last year of service or a lump sum at the employee's discretion on day of retirement. Prior notice must be given for this option as required, except in cases of terminal illness. Each day shall be calculated at 1/200th of the employee's salary for 10 month full-time employees and 1/240th of salary for 12 month full-time employees.

d. In the event that an employee finds it necessary to use more than the current number of sick days in their final year, the excess will be deducted from the employee's time accumulations.

ARTICLE 16

FAMILY AND MEDICAL LEAVE ACT

The District shall provide eligible employees, as defined by the FMLA, with FMLA benefits. Any dispute arising with regard to an employee's rights under the FMLA shall be resolved through the grievance procedure, which shall be the exclusive remedy.

ARTICLE 17

BEREAVEMENT PAY (Death in Family)

A. There will be no deduction in pay for absences up to five (5) consecutive days because of the death of a member of the immediate family. Immediate family shall include the

employee's spouse, children, parents, foster parents, parents-in-law, grandparents, brothers, sisters, and any other person for whose financial or physical care the employee is principally responsible. Time beyond five (5) paid days may be taken unpaid or using vacation or personal time.

B. Part-time employees shall receive one (1) bereavement day for a death in the immediate family, as defined in Section A above.

The Employer may request the Employee to submit proof of death for the purpose of payment under this provision.

ARTICLE 18

PERSONAL LEAVE AND LONG TERM LEAVE

A. The Employer recognizes that employees occasionally may have important and pressing obligations of a personal nature that cannot be scheduled for times other than regular work days. Employees covered hereunder confronted with such problems may be granted up to two (2) days of absence for personal reasons each year. Part-time employees may use one (1) personal leave day per year. For full-time employees only, one (1) day can be "no reason given" except before or after a holiday or vacation.

B. Requests for such leave must be submitted to the Superintendent of Schools or his designee in writing at least five (5) days in advance, except in an emergency and must include the reason for that request. In cases where the request is of any extremely personal nature and directly involves the employee affected, the employee shall be required only to orally inform the Superintendent or his/her designee of the reason. He may grant the request for personal leave without requiring written reason for the request. Approved absences will not result in loss of salary. Unused personal days may be added to accumulated sick leave, not to exceed existing limits.

C. Long term leaves of absence shall be considered on a case by case basis. While the District will not be obligated to grant any such leave it will not be granted for periods in excess of one (1) year or for persons taking remunerative positions elsewhere.

ARTICLE 19

JURY DUTY

Employees called to serve the courts as jurors during their regular time of employment will be given time off for that duty and will receive the difference between the regular compensation and that which is received from the courts, provided that such service is in Federal courts. The Business Office shall be contacted for salary adjustments. An employee may accept regular pay from the District and sign the jury checks over to the District. A certificate of attendance in the amount received obtainable from the Clerk of the Court should be forwarded to the Business Office upon return to work. Service on State court juries will be with full pay.

ARTICLE 20

STATE DISABILITY INSURANCE

The Employer will continue to pay the full cost of disability insurance under the New York State Disability Program for all employees covered by this Agreement.

ARTICLE 21

PENSION, GROUP HEALTH, WELFARE, INSURANCE PLAN FLEXIBLE BENEFITS

A. The District shall make the following contributions to their health insurance premiums based on the Putnam/Northern Westchester Consortium for individuals and their dependents, and the District shall reserve the right to substitute insurance carriers, provided that there be no reduction in benefits.

- a. Effective July 1, 2001, the District shall pay 100% of the cost of the health insurance premiums for all full-time employees earning less than \$15,488.00 in annual contract salary, excluding overtime and longevity. Effective July 1, 2002, the District shall pay 100% of the cost of the health insurance premiums for all full-time employees earning less than \$16,030.00 in annual contract salary, excluding overtime and longevity. Effective July 1, 2003, the District shall pay 100% of the cost of the health insurance for all full-time employees earning less than \$16,591.00 in annual contract salary, excluding overtime and longevity.
- b. Effective July 1, 2001, the District shall pay 95% of the cost of the health insurance premiums for all full-time employees earning between \$15,488.00 in annual contract salary, excluding overtime and an annual contract salary, excluding overtime, of less than the BA Step 1 on the teachers' salary schedule. Effective July 1, 2002, the threshold will be raised to \$16,030.00 in annual contract salary, excluding overtime and an annual contract salary, excluding overtime and longevity, of less than the BA Step 1 on the Teachers' Salary Schedule. Effective July 1, 2003, the threshold will be raised to \$16,591 in annual contract salary, excluding overtime and longevity, and an annual contract salary, excluding overtime, of less than the BA Step 1 on the Teachers' Salary Schedule.
- c. The District shall pay 90% of the cost of the health insurance premiums for all full-time employees earning an annual contract salary, excluding overtime, greater than the BA Step 1 on the teachers' salary schedule.

C. The percentage contribution paid by a full-time employee in his/her last year of employment prior to retirement shall continue throughout retirement, unless a different rate of contribution is negotiated with the Union.

D. Effective July 1, 2001, a husband and wife employed by the District shall not be permitted to have dual health insurance coverage with the District. Any employee who is subject to this mandatory buyout shall receive a cash payment of \$2,000.00. In situations in which both spouses are subject to a mandatory buyout, the spouse whose birthday falls earlier in the year will carry the insurance.

E. In addition, members of this unit may at their own option withdraw from the District's health insurance plan, provided they are covered by another plan. A unit member who does not participate in the health insurance plan shall receive a cash payment of \$2,000.00. Unit members who elect this option, must notify the District during the month of November to be effective January 1st. The payment, in lieu of health insurance, will be made in two installments, the last paycheck in December and no later than the last paycheck in June, following the notice of withdrawal from the plan. These payments will be made for each year that the unit member remains withdrawn from the health insurance plan. A unit member who has withdrawn from the insurance plan may re-enter the plan at any time, by notifying the Business Office in writing. Health Insurance will become effective at the earliest date after receipt of written notice as permitted under the rules of the health insurance plan. In the case of re-entry, re-payments made for payments in lieu of health insurance for the time withdrawn from the plan will be pro-rated.

F. The Employer will continue to pay the full cost of contributions to the New York State Employees Retirement System pursuant to Section 75-I, known as the Non-contributory Plan.

G. Life insurance in the amount of \$20,000 per employee is provided for all full-time employees effective after one (1) year of service. All costs are to be borne by the Employer.

H. Fringe Benefits:

1. Fringe benefits shall be given to all full-time employees. Part-time employees are eligible for benefits as stated in this Agreement.

2. General definition of part-time employees as defined by Civil Service: Any one of the following criteria may be used:

- a. Works under 20 hours per week;
- b. Works less than 6 months;
- c. Earns up to one-half their annual salary for his/her position.

I. Dental Plan:

A dental plan for full-time employees shall be funded as follows:

2001-02	\$460
2002-03	\$475
2003-04	\$495

Additionally, all monies in the SEIU reserve dental fund shall be used to supplement the additional cost of dental premiums, including an upgrade to the family plan. Once the reserve is depleted, the District's contribution shall be capped at its annual contribution per unit member. Should dental premiums exceed the cost of the contribution by the District, the unit member shall assume any additional costs through payroll deduction.

J. Flexible Benefits:

The Union and the District will endeavor to implement a flexible spending plan.

ARTICLE 22

WORKDAY, WORKWEEK, WORKYEAR

A. Bus Drivers:

1. Bus drivers are employed for ten (10) months during the year while school is in session.
2. Bus drivers are required to work each day the public, private or parochial school is in session.
3. When computing overtime, holidays shall be considered as days worked (if one of the approved contractual holidays and if it falls on a regular workday). The overtime rate for hours worked over forty (40) hours shall be time and one-half (1 1/2). Any worker who is absent from work for any reason on the day preceding the scheduled overtime shall not be eligible for overtime.
4. Bus drivers who work on Saturdays and legal holidays will be paid their regular rate at time and one half (1 1/2).
5. All Sunday work will be paid at the rate of double time.
6. Saturday, Sunday and holiday trips will be canceled as early as practicable, but not later than two (2) hours prior to report time, they will be payable at a minimum of two (2) hours at the rate of time and one-half (1 1/2).

7. Bus drivers will be guaranteed a minimum of four (4) hours for assigned trips on Saturdays, Sundays and legal holidays, payable at a rate mutually agreed to and previously stated in the Agreement.

8. Drivers shall be paid lunch and dinner money when they are on athletic trips or field trips. Lunch or dinner money shall be in addition to the rate of pay for the particular activity. Lunch and dinner period shall be defined as follows:

a. Weekday Trips:

(1) Lunch money: trips starting before 10:00 a.m. and terminating after 1:00 p.m. shall be paid \$7.50 during the term of this Agreement.

(2) Dinner money: dinner money shall be \$9.50 during the term of this Agreement. Drivers whose runs normally finish prior to 5:30 p.m. will be paid dinner money after 6:30 p.m. Runs normally finishing after 5:30 p.m. will be entitled to dinner money after working more than one (1) hour beyond their normal ending time.

b. Weekend trips: Saturdays, Sundays and holidays. Lunch period 11:00 a.m. to 1:00 p.m. Dinner period 5:00 p.m. to 7:00 p.m.

(1) Trips starting after 10:00 a.m., no paid lunch. Trips starting after 4:00 p.m., no paid dinner.

(2) Trips starting after 10:00 a.m. and terminating after 5:00 p.m., paid dinner pursuant to (a) (2) above.

(3) Trips starting before 10:00 a.m. and terminating after 1:00 p.m., paid lunch pursuant to (a) (1) above.

c. No probationary driver will be assigned to drive field trips out of the District unless there is no permanent driver available.

9. Bus drivers will be paid a bonus of \$25.00 for New York city trips, in addition to their regular pay. This bonus does not apply to regularly scheduled runs or special education trips. No driver is eligible for New York City trips without at least one year's experience with a proper CDL license.

10. Substitute drivers are guaranteed a minimum of two (2) hours work and pay when called in by the administrators. However, they will be expected to be available for the full period and may be assigned work other than driving.

11. Vacations are given bus drivers during their ten months of employment. Vacations amount to periods when school is not in session.

12. Drivers will pick routes according to seniority. However, the District will annually create a list of special education runs. Drivers will pick special education runs from that list. When no picks have occurred, special education runs will be assigned according to least seniority. The Union agrees and recognizes its obligation to cooperate with the District in assuring that special education runs are manned in a safe and efficient manner.

13. Insofar as possible, runs will be available for picking in the last week of August. Runs that are not complete in status will be designated at this meeting. The Union can pick up copies of these runs 2 days before that meeting.

14. The District can schedule the safety and run selection meetings at any time beginning with the second Thursday preceding the first day opening of Brewster schools, counting

backwards from the date school starts. Trial runs may start after review of route with Supervisor or designee or on any business day after that and must be completed before Labor Day.

15. Drivers currently on runs will keep those runs except where modified by the Agreement.

16. Driver hired after the first day of school of the preceding year will be required to accept those runs as per management decision.

17. Drivers who pick runs that go during shutdown periods shall drive these runs at no extra pay. Drivers of these runs are not eligible for special runs that might occur while the regular run is driven. The driver will be placed next on the eligibility list when the first opportunity for another special run occurs.

18. a. When vacancies become available during the year and are filled by incumbent members of the unit, the District shall be obligated to allow one such transfer. The District may then reassign other persons to the position previously held by the employee accepting the transfer, without posting.

b. The Supervisor of Transportation will post the vacancies within 10 days of the run being vacant and fill the job within 30 calendar days. Vacant routes will be posted within 10 days of being vacant.

19. If it becomes necessary to add private or parochial school runs to a driver's schedule after the employee's seniority pick, that driver will have the option to exchange his/her run with the least senior driver without a private or parochial school run.

20. Bus drivers are required to be available without extra pay when school is not in session as follows:

- a. One day before school opens for their own orientation.
- b. One day before school opens to check and ready their vehicles.
- c. Two days, if necessary, within two (2) weeks of school closing for the purpose of preparing buses for summer storage.

21. New drivers at the time of employment will be advised that they shall be required to complete the mandated New York State safety course.

22. Bus drivers must attend in-service training to maintain State Education Department standards. Such session may be held with the regular bus drivers, but will be kept on a limited basis. Every effort will be made to conduct training sessions during regular working hours. If it is necessary to conduct such sessions after hours, drivers will be paid their regular rate of pay for the time they are present.

23. In snowy and inclement weather, mechanics, mechanics' helpers and drivers will work cooperatively in installing chains and completing other necessary acts to insure the fleet running safely and on schedule. The following procedures will apply when a snow call list procedure is instituted by the Director of Transportation:

- a. The driver receives a call that the buses are running a regular schedule and the chains are to be installed. The bus drivers are then required to report one-half hour before the normal starting time and they will be paid for the early reporting time at their normal rate.

b. Upon receiving a call for a one or two hour delay, the drivers will report to work ½ hour before their new starting time.

c. If the weather is questionable and the driver doesn't receive a call, the normal starting time procedure will be followed.

d. If calls are not received by 1 hour prior to his/her normal starting time, the driver will observe normal starting time.

24. The Supervisor of Transportation or his/her appointed representative may reassign buses, and possibly routes, for good reason.

25. Bus drivers may be assigned extra work during their layover periods.

26. Bus drivers-will be paid for the actual time worked above their regular hours worked when the employee is detained as a result of unusual or emergency conditions which occur through no fault of their own, i.e., bus breakdown, hazardous road conditions, etc.

27. Bus drivers will receive two (2) hours show-up pay on a snow day, when school has been officially closed, and proper notice has not been given in sufficient time to the employee.

28. It is the Employer's policy to use School District buses and regular drivers for special trips that are taken on Saturday, Sundays or holidays. However, when regular drivers are not available, when it is economically more feasible to use commercial carriers, or when the health, comfort and safety of the school children is best served by using commercial carriers, this approach may be used. Overnight trips involving twelve (12) or fewer students and requiring only a van may be driven by school personnel other than bus drivers providing that driver is certified by the

Supervisor of Transportation as having met the requirements for employment as a school bus driver and is on the list.

29. The Supervisor of Transportation may assign extra trips to drivers and part-time drivers during their regular working hours at no additional compensation. All extra time and overtime shall be offered to regular full-time and part-time employees before that time is offered to probationers or substitutes. If no one is available from the regular full-time and part-time lists, the District may assign off the list notwithstanding.

30. Drivers shall be expected to report to the administration any instances of student discipline problems on school buses. The administration shall review all such complaints in order to provide for the safe and efficient operation of the vehicles of the District.

31. The District may use drivers who volunteer and are selected to participate in the training of drivers, students, employees and the public. Employees who are used for training purposes will receive their regular rate of pay including overtime. All hours count toward overtime. These employees shall not be deemed as managerial or supervisory employees.

32. Summer runs will be assigned by seniority starting after the last person who worked the previous summer. New employees must be employed 12 months before being eligible to work a summer run.

B. Cafeteria Employees:

1. Cafeteria employees are employed for ten (10) months during the year while school is in session.

2. The workday for cooks is six (6) hours, exclusive of lunch time.
3. Cafeteria employees will be required to work each day public school is in session.
4. The overtime pay for cooks will be computed by dividing the annual salary by 1200, which will produce the normal hourly rate.
5. Hours worked over the normal work week, but under forty per week will be compensated for at the normal hourly rate.
6. Hours worked over forty hours per week will be compensated for at the time and one-half rate, with double time on Sundays.
7. Paid vacations are given to cooks during their ten months of employment. Vacations amount to periods when school is not in session.
8. Cooks are required to be available without extra pay when school is not in session as follows:
 - a. Before school opens for one day for their own orientation.
 - b. Before school opens for one day to prepare and serve lunch for teachers at teacher orientation.
 - c. Two days, if necessary, after school closes for the purpose of preparing the facilities to be closed for the summer.
 - d. Two days during the year when teacher in-service training programs or conferences are scheduled when these are held in the employees' respective schools.

9. Cafeteria employees may be required to attend in-service training outside duty hours as needed to maintain proper standards, but they will be paid at the normal hourly rate.

10. Part-time employees will be paid for hours worked only.

11. All Sunday work will be payable at the rate of double time. All Saturday work will be payable at the rate of time and one-half.

12. Cafeteria employees shall have a uniform allowance of \$120.00 per employee for the 2001-02 school year, \$125.00 per employee for the 2002-03 school year and \$130.00 per employee for the 2003-04 school year. The District shall provide two aprons at no cost to the employee. Cafeteria employees are required to wear uniforms as prescribed by the administration.

C. Custodial Workers:

1. Custodial employees are employed for twelve (12) months.

2. The workday for custodial workers is as follows:

a. Day cleaner - 8 hours.

b. Night cleaner - 7.5 hours.

3. A night employee shall be defined as anyone commencing work on or after 3:00 p.m.

4. The workday defined is actual hours worked exclusive of lunch time.

5. It shall be administrative prerogative to revise, modify, or alter the employees' work day, as long as it does not affect the total hours actually worked or pay rate. The Employer agrees to consult with the Union representative prior to implementation of proposed changes.

6. The work week shall be Monday through Friday.

a. Day cleaner, forty (40) hours, 2080 hours over a twelve (12) month period.

b. Night cleaner, thirty seven and one-half (37.5) hours, 1950 hours over a twelve month period.

7. The overtime pay of the custodial employees shall be 2080 hours over a twelve month period, divided into the employee's annual salary level, which shall produce the normal hourly rate.

8. Day Cleaners: Overtime for all hours worked between the hours of the normal work week and forty (40) hours per week shall be compensated for at the normal hourly rate.

9. Night Cleaners: Overtime for all hours worked between the hours of the normal work week and 37.50 hours per week shall be compensated for at the normal hourly rate.

10. Overtime for all hours in excess of forty (40) hours per week for day cleaner and thirty-seven and one-half (37.5) hours per week for night cleaner will be compensated for at the rate of time and one-half (1 1/2) the regular hourly rate of pay, with double time for Sundays. Time and one-half will be paid for all Saturday work. Any worker who is absent from work for any reason on the day preceding the scheduled overtime shall not be eligible for overtime. Overtime for custodial workers shall be equally rotated by building work site. In the event no one at the building work site chooses to work a specific overtime duty, the opportunity for this overtime period will be rotated district-wide based on seniority within that job classification.

11. Cleaners may be requested to schedule their vacation when school is not in session. Requests from employees are to be in writing to the Director of Facility and Operations for approval according to seniority.

12. On snow days, all custodial workers will report for duty. Absence due to snow shall mean a deduction in pay, unless specifically approved by the administration. While not every snow day will necessitate the release of District employees from work, in the event that a snow day is of such an emergency that it necessitates the closing of the School District, then in that event, the following procedure shall apply:

- a. The Superintendent will determine whether such an emergency exists;
- b. Employees of the District other than those deemed to be essential employees will be excused from reporting to work and shall receive normal compensation;
- c. The Superintendent reserves the right to release all other employees at his discretion.

13. All Sunday work will be payable at the rate of double time.

14. Cleaners are guaranteed to a minimum of two (2) hours pay at the approved rate when called in to work for an activity which is canceled without proper notification.

15. The Union and the Employer shall meet prior to June 1st of each year to adjust work hours for the 'summer schedule of work hours'. Seniority shall prevail in summer schedules.

16. Any employee called in for emergency snow removal for more than three (3) hours of overtime work shall receive a meal allowance of \$7.50 for that day.

D. Mechanics:

1. Mechanics are employed for twelve (12) months.
2. The workday for mechanics is eight (8) hours.
3. The workday is defined as actual hours worked exclusive of lunchtime.
4. It shall be administrative prerogative to revise, modify, or alter the employee's

workday, as long as it does not affect the total hours actually worked or the pay rate. The Employer agrees to consult with the Union representative prior to implementation of proposed changes.

5. The workweek shall be Monday through Friday, forty (40) hours per week.

6. The overtime pay for mechanics shall be computed as follows: 2080 hours divided into the employee's annual salary level, which shall produce the normal hourly rate.

7. Overtime for all hours in excess of forty (40) hours per week shall be compensated for at the rate of time and one-half (1 1/2) the regular hourly rate, with double time for Sundays. Any worker who is absent from work for any reason on the day preceding the scheduled overtime shall not be eligible for overtime.

8. Mechanics are expected to schedule their vacations when school is not in session. Preference shall be on a seniority basis subject to the approval of the Supervisor of Transportation.

9. Insurance on Mechanic Tools: The Employer agrees to carry "Straight Theft Insurance" on the mechanics' tools. This insurance will cover all tools stolen, provided there has been forcible entry into the building, and the area designated for tool storage. Effective July 1, 2001, the Employer shall provide a tool allowance using a "voucher system" up to a maximum of \$300 per

contract year. Effective July 1, 2003, the tool allowance will be raised to a maximum of \$350 per contract year.

10. Mechanics (not driver mechanics) shall choose time slots by seniority. New schedules shall be offered to senior employees first. Any changes not filled by that method shall be filled in order of reverse seniority.

E. School Aides:

1. Full-time Aides are employees for ten (10) months during the year while school is in session. Base pay is computed at the employees' step for 182 days.

2. The work day is 6 hours, exclusive of lunch time.

3. Full-time 10 month School Aides will be required to work each day public school is open.

4. Hours worked over the normal work week, but under forty hours per week will be compensated for at the normal hourly rate.

5. Hours worked over forty hours per week will be compensated for at the time and one-half rate.

6. All Sunday hours will be compensated for at the double time rate. All Saturday hours will be compensated for at 1.5 the normal hourly rate.

7. Full-time School Aides are required to work without extra pay when school is not in session as follows:

a) Before school opens for one day for their own orientation.

b) Two days during the school year when teacher in-service training programs or conferences are scheduled.

8. Full-time School Aides may be required to attend in-service training outside duty hours as needed to maintain proper standards and will be compensated at the normal hourly rate.

F. Members of the unit who work more than fifteen (15) consecutive days, in any one (1) school year, in a higher classification, will be paid at the rate of that classification as they perform the work in that classification within the school year.

ARTICLE 23

UNEMPLOYMENT COMPENSATION

Any employee who receives an assurance of continued employment whose services have not been officially terminated and receives a "determination of eligibility" for unemployment insurance shall be deemed to have resigned from employment. Such employee shall forfeit all rights to benefits, seniority or recall. Otherwise, an employee's right or entitlement to unemployment compensation shall be governed by the applicable law in effect at the time the employee makes application for such benefits.

ARTICLE 24

GRIEVANCE PROCEDURES

A. A grievance is a claimed violation, misinterpretation or inequitable application of the terms and conditions of this Agreement.

B. All grievances shall be initially filed with the employee's immediate supervisor.

C. Union Rights and Status:

1. An employee shall have a Union representative who shall be identified prior to a conference or hearing is set up. During any stage of the grievance procedure the employee has the right to have a Union representative present.

2. Neither the Employer nor any administrator, nor supervisory personnel shall bring any reprisal or any recourse when an employee of the District exercises his/her rights provided in these procedures.

D. All matters considered as a grievance shall be processed in the following manner:

STEP 1: Within fifteen (15) days after the date of the occurrence which gave rise to the grievance, the employee, who may be accompanied by a Union representative, shall meet and discuss the grievance with the immediate supervisor.

STEP 2: If within three (3) working days the grievance cannot be resolved, the employee shall file a written grievance with the administration. The administration shall designate a representative to meet with the grievant and the Union representative. The administration shall answer in writing within five (5) working days.

STEP 3: Within five (5) working days of the answer in Step 2, the employee, accompanied by a Union representative, shall meet with the Superintendent of Schools or his designee to adjust the grievance. The Superintendent shall answer within ten (10) working days after the meeting.

STEP 4: If the foregoing fails to solve the grievance, the Union may submit the dispute to arbitration. The parties shall attempt to mutually select an arbitrator. If they cannot agree, the arbitration forum shall be the American Arbitration Association. The arbitration decision shall

be final and binding on both parties. Arbitration shall be demanded within twenty (20) days of the Step 3 decision.

E. The expense of the arbitrator, if any, shall be borne equally by the Union and the Employer. Each party shall be responsible for the witness fees, attorney fees or any fee incurred by the parties.

F. The arbitrator shall have no power to add to, subtract from, modify or amend any provisions of this Agreement.

G. The parties reserve the right to mutually waive any time limit contained in this grievance procedure.

H. No employee may take a grievance to arbitration without written consent of the Union.

ARTICLE 25

PERSONNEL FILES

Any employee shall have the right, upon reasonable notice, to arrange a mutually convenient appointment to review the contents of the employee's personnel file which is in the District office.

ARTICLE 26

LEGISLATIVE AUTHORITY

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 27

DURATION OF AGREEMENT

This Agreement shall be effective July 1, 2001 and continue in effect through June 30, 2004.

If a new agreement has not been reached with the Brewster Central School District and the SEIU, AFL-CIO, Local 200-United, effective July 1, 2004, the step increases and longevity payments as called for in the salary schedule of the 2001-2004 Agreement will continue in full force.

DATED:

DATED:

BREWSTER CENTRAL
SCHOOL DISTRICT

SERVICE EMPLOYEES INTERNATIONALS
UNION, S.E.I.U., AFL-CIO, LOCAL 200-UNITED

By: Dr. Mark S. Lewis
Superintendent
Dr. Mark S. Lewis

By: Jerry Dennis
Jerry Dennis
President SEIU 200 United

APPENDIX A

LONGEVITY

Longevity shall be awarded after an employee has worked for a period of ten (10) years and after an employee has worked for a period of twenty (20) years as of July 1st.

According to the following scale:

<u>10th Year</u>	<u>2001-02</u>	<u>2002-03</u>	<u>2003-04</u>
10 th Month	\$594	\$614	\$636
12 th Month	\$655	\$678	\$701
<u>20th Year</u>			
10 Month	\$594	\$614	\$636
12 Month	\$655	\$678	\$701

Part-time employees are not eligible for longevity. Part-time and hourly employment shall not count toward longevity.

APPENDIX B

No ten (10) month employee may move on step unless that employee has worked for one-half years consecutively or 100 days in the fiscal year last preceding the effective date of the step.

No twelve (12) month employee may move on step unless that employee has worked for one-half years consecutively or 120 days in the fiscal year that preceding the effective date of the step.



TRANSPORTATION

2001-02 2002-03 2003-04

BUS DRIVERS - 6 HOUR

	(3.25)	(3.5)	(3.5)
*2	18760	19416	20096
3	19340	20017	20718
4	20117	20821	21550
5	21279	22024	22794
6	22631	23423	24243
7	24158	25003	25879

BUS DRIVERS - 8 HOUR

*2	25013	25889	26795
3	25787	26689	27623
4	26822	27761	28733
5	28372	29365	30393
6	30175	31231	32324
7	32211	33338	34505

* Upon ratification of this agreement all 6-hour and 8-hour bus drivers hired on or after 7/1/01 shall be moved to Step 2 of the salary schedule retroactive to 7/1/01. 6-hour and 8-hour bus drivers currently on Steps 2-7 will remain on those steps for the 01-02 school year. Effective 7/1/02, and each year thereafter, all 6-hour and 8-hour bus drivers will progress to the next step as per contract.

MECHANICS

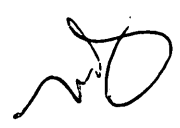
1	42913	44415	45970
2	44240	45789	47391
3	45609	47205	48857
4	46614	48245	49934
5	47617	49284	51009
6	48621	50323	52084
7	49622	51359	53156

DRIVER/MECHANIC

1	39621	41008	42443
2	40846	42276	43756
3	42110	43583	45109
4	43239	44752	46319
5	44508	46066	47678
6	45921	47528	49192
7	47394	49053	50770

DRIVER/MAINTENANCE

1	33215	34378	35581
2	34243	35441	36682
3	35302	36537	37816
4	36478	37755	39076
5	37905	39231	40604
6	39666	41054	42491
7	41491	42943	44446



DRIVER MONITOR (12 MONTH)

1	24,419	25,273	26,158
2	25,173	26,054	26,966
3	25,951	26,859	27,799
4	26,866	27,807	28,780
5	28,139	29,124	30,143
6	29,586	30,622	31,694
7	30,691	31,765	32,877

DRIVER MONITOR (10 MONTH)

	2001-02	2002-03	2003-04
1	16,405	16,980	17,574
2	16,914	17,506	18,119
3	17,434	18,044	18,675
4	18,029	18,661	19,314
5	18,855	19,514	20,197
6	19,774	20,466	21,183
7	20,789	21,516	22,269

2001-02**2002-03****2003-04****AIDES PART-TIME**

1	11.52	11.93	12.34
2	11.88	12.30	12.73
3	12.25	12.68	13.12
4	12.60	13.04	13.49
5	13.18	13.64	14.12
6	13.58	14.05	14.54
7	14.16	14.65	15.16

AIDES FULL-TIME

1	12.18	12.61	13.05
2	12.56	13.00	13.45
3	12.94	13.40	13.87
4	13.30	13.76	14.25
5	13.70	14.18	14.67
6	14.11	14.60	15.11
7	14.51	15.02	15.55

FOOD SERVICE

1	11.52	11.93	12.34
2	11.88	12.30	12.73
3	12.25	12.68	13.12
4	12.60	13.04	13.49
5	13.18	13.64	14.12
6	13.58	14.05	14.54
7	14.16	14.65	15.16

COOKS

1	14,790	15,307	15,843
2	15,247	15,781	16,333
3	15,719	16,269	16,838
4	16,808	17,396	18,005
5	17,908	18,534	19,183
6	18,999	19,664	20,352
7	20,093	20,797	21,525

CUSTODIANS

	2001-02	2002-03	2003-04
1	32858	34008	35199
2	33875	35061	36288
3	34922	36145	37410
4	35911	37168	38469
5	36915	38207	39544
6	37920	39247	40620
7	38921	40283	41693

MAINTENANCE

	2001-02	2002-03	2003-04
1	34890	36111	37375
2	35970	37229	38532
3	37082	38380	39723
4	38086	39419	40798
5	39090	40459	41875
6	40104	41508	42961
7	41108	42547	44036

GROUNDSPERSON

	2001-02	2002-03	2003-04
1	36323	37595	38910
2	37447	38757	40114
3	38604	39955	41354
4	39608	40994	42429
5	40612	42034	43505
6	41628	43085	44593
7	42631	44123	45667

EQUIPMENT MECHANIC/MAINTENANCE HELPER

	2001-02	2002-03	2003-04
1	38903	40264	41673
2	40104	41508	42961
3	41345	42793	44290
4	42350	43832	45366
5	43354	44871	46442
6	44362	45915	47522
7	45366	46954	48597